IN THE COURT OF THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES, MYSORE DIVISION, MYSORE.

Case No. 285 *of* 1927-28.

The City Co-operative Bank, Limited, Mysore ... ... *Plaintiff.*

vs.

1. Mr. K. P. Swamy, Anesarotu Street, Devaraja Mohalla, Mysore, 2. Mr. S. Venkata Rao, Kotwal Ramiah's Street, Devaraja Mohalla, Mysore, 3. Mr. K. Madappa, Messrs. L. Antony Motor Works, Mysore ... ... *Defendants.*

Whereas the defendants in the above suit have been evading service of summons and putting the plaintiff to inconvenience, it is hereby notified that the above suit comes off for final hearing on 30th June 1929 at 12 noon in the Court of the Assistant Registrar of Co-operative Societies, Mysore Division, Mysore, and if the defendants do not appear in person before the Court on that day at 12 noon, they will be treated as *ex-parte* and a decree obtained.

B. S. RAMAKRISHNIAH,
For *Hon. Secretary,*
Plaintiff's Bank.

LOST.

Lost the Kolar District Board Railway Loan Bond No. 503/00296 of the four per cent loan of .....for rupees one hundred only originally standing in the name of Gangigunte Nanjundappa, son of Naranappa and last endorsed to none having been lost, notice is hereby given that payment of the above bond and the interest thereupon has been stopped by the President, District Board, Kolar and that application is about to be made for the issue of a duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Gangigunte Nanjundappa,
son of Narnappa,
Gangigunte Village Mulbagal Taluk.

"I intend moving the Hon'ble the Chief Court of Mysore to enrol me as an advocate thereof."

K. HENJERAPPA, B.A.,B.L.

BHADRAVATI DIVISION.

Abstract Notification.

The attention of the public is invited to the notices published on pages noted against each of part VI of the *Mysore Gazette,* dated the June 1929, calling for tenders for the following up to 10th July 1929 :—

		Page number of the *Mysore Gazette, re* detailed notice.
1.	Uprooting, collecting and rough dressing dead sandal wood and ground hidden roots and of carting the same to the Sandal Kotis in all the Ranges of the Division for the year 1929-30.	.....
2.	Preparation of Sandalwood at the Tarikere Sandal Koti for 1929-30	.....
3.	Carting of prepared sandalwood from the Tarikere Sandal Koti to the Railway Station, Tarikere and loading the same to waggons for the year 1929-30	.....
4.	For unloading the timber from the Railway trucks to the depot and *vice versa* in the several Stations, during the year 1929-30	.....

H. S. RANGACHAR,
For *District Forest Officer.*

SAGAR FOREST DIVISION.

SALE OF TIMBER.

Notification dated 13*th June* 1929.

The undermentioned quantities of timber, will be sold by public auction under the following conditions at the following Depots by the District Forest Officer or other officer deputed by him on the dates noted against each :—

	Name of Depot	Date of sale	Teak round	Remarks
1	Horogoppa, Temporary Depot	Wednesday, 26th June 1929.	1,000	More or less

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale, may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay full value of the timber in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initital deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for immediately after the sale.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Timber of the defaulters of previous sales will also be sold.

B. GOPALIAH
District Forest Officer.